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STRICTLY PRIVATE & CONFIDENTIAL

Axis Mundi Global Custody Limited

Kemp House

160 City Road

London

EC1V 2NX

Client Code:

Our Ref:

123405/RT/TM

Date:

19 November 2019

Dear Sirs

Axis Mundi Global Custody Limited ("the COMPANY")

The purpose of this letter and the attached Standard Terms of Business (last updated July 2019) is to set out the basis on which we are to act as auditors to the Company and to clarify our respective responsibilities. Our engagement to act as auditors is distinct and entirely separate from any other obligations or responsibilities arising out of contractual arrangements agreed between us, under which we provide professional services. Any such arrangements will be dealt with in a separate letter. All work carried out is subject to these terms except where changes are expressly agreed in writing.

We are bound by the ethical guidelines of our professional Institute, and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines.

1. PERIOD OF ENGAGEMENT

- 1.1. This engagement will start with effect from the audit of the Company's compliance with the CASS 6 and CASS 7 rules for the year ended 31 December 2018 and thereafter.

2. RESPONSIBILITIES OF DIRECTORS

- 2.1. You are responsible for ensuring that the activities of the Company are conducted honestly and that its assets are safeguarded, and for establishing arrangements designed to deter fraudulent or other dishonest conduct and detect any that occurs.
- 2.2. In addition to the general duties of directors specified in sections 170 to 177 of the Companies Act 2006 (the Act), you are responsible for ensuring that the Company complies with laws and regulations applicable to its activities, and for establishing arrangements designed to prevent any non-compliance with laws and regulations and to detect any that occur.
- 2.3. You are required by SUP 3.6.1 of the FCA Handbook to cooperate with us as auditors. As such, we have a right of access under the FCA's Rules at all times to the accounting and other records and to all other documents relating to your business (SUP 3.6.2 – 3.6.5 of the FCA Handbook). This includes ensuring that, where applicable, your employees (whether under a contract of service or a contract for services) or any connected custodian or trustee holding customer assets provides us with such information and explanations we think necessary for the performance of our duties as auditors (SUP 3.6.6 – 3.6.8 of the FCA Handbook and section 341 of the Financial Services and Markets Act 2000).

- 2.4. You are solely responsible for your compliance with the requirements of the FCA Handbook, including when you have an arrangement with a Third Party Administrator ("TPA") to hold and / or process client money and / or custody assets. The contractual arrangements which you have with any TPA shall provide us with unrestricted access to the TPA's books and records and to employees of the TPA responsible for operating relevant processes on your behalf. If we are unable to obtain such unrestricted access, this will be a limitation in the scope of our assignment, and as such, we will need to consider the implications for our Client Assets Report.
- 2.5. You have undertaken to make available to us, as and when required, all the Company's accounting records and related financial information, including minutes of all management and shareholders' meetings and any other information and explanations we require for the purpose of the audit. You will make full disclosure to us of all relevant information. The absence of any of this information may affect our audit opinion and any delay in providing this information may affect our ability to comply with any timetable agreed with the Company.
- 2.6. You have also undertaken to provide us with unrestricted access to any persons from whom we deem it necessary to obtain audit evidence. Each director is required to take all steps that they ought to take as directors to make themselves aware of any relevant audit information and to establish that we are aware of that information.

3. RESPONSIBILITIES OF AUDITORS

- 3.1. We are required to report to the FCA in accordance with its rules, where appropriate within four months of the end of the period to which the report related. Should we not have received your comments to our Client Assets Report by the due date, we are required to submit our report by the due date, together with an explanation for its absence. Our report will be signed by the individual with primary responsibility for the assignment in their own name, on behalf of the firm.
- 3.2. You are required to advise us if you do not hold client assets (whether or not you are authorised to do so). Where this is the case, we are required to report to the FCA in accordance with Financial Reporting Council guidance for a limited assurance engagement that:
 - (a) the company is authorised to hold client money or client assets (if applicable);
 - (b) the directors (or equivalent corporate officers) have stated that the company did not hold client money or client assets during the period; and
 - (c) nothing has come to our attention that causes us to believe that you did in fact hold client money or custody assets during the period covered by the report.
- 3.3. In connection with the duties above, we have a duty to carry out such investigations as we consider necessary to form an opinion on the above matters. We are also required to have regard to any material published by the Financial Reporting Council that deals specifically with the Client Assets Report which we are required to submit to the FCA.
- 3.4. Our report is solely for use by the FCA. It is not intended for use by third parties such as your customers/potential customers or shareholders and the report shall not be provided by you to anyone other than the FCA.

4. RESPONSIBILITIES TO THE FCA

- 4.1. The primary responsibility for keeping the FCA informed about the affairs of the business rests with you. Under the Financial Services and Markets Act 2000 (Communications by Auditors) Regulations 2001 we have both a right and a duty to report on any circumstances in which we have reasonable cause to believe that the matter is likely to be of material significance for determining whether:
 - i) a person is a fit and proper person to carry on regulated business; or

- ii) disciplinary action should be taken, or powers of intervention exercised, in order to protect investors from significant risk or loss; or
 - iii) there are any other circumstances which would be relevant to the functions of the Secretary of State.
- 4.2. Such reports must be made in writing direct to the FCA and may be without your knowledge or consent. By virtue of the Financial Services and Markets Act 2000 (Communications by Auditors) Regulation 2001, our duty of confidentiality is not contravened by reason of such communication in good faith.
- 4.3. We have a duty to provide further information or verification if requested to do so by the FCA and to assist and co-operate with any other auditor or specialist person appointed under the FCA's rules by the FCA or by yourselves at the direction of the FCA.
- 4.4. If, to our knowledge, we become disqualified or ineligible to act as auditors of the company in accordance with the FCA's rules, we shall forthwith resign office and notify you and the FCA in writing that we have vacated by reason of disqualification or ineligibility.
- 4.5. If we resign or are removed from office or are not reappointed at the end of our term of office, we shall prepare a statement to the effect that there are no circumstances with our ceasing to hold office which we consider should be brought to the FCA's attention, or a statement specifying all such circumstances.

5. SCOPE OF AUDIT

- 5.1. Our audit will be conducted in accordance with the Client Asset Assurance Standard. That standard requires that we plan and perform the audit to obtain the appropriate level of assurance required by the standard, according to whether or not client money or assets are claimed to be held. Because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that our report does not identify instances where client money or assets are held.
- 5.2. We shall obtain an understanding of the Company's business model that is sufficient to enable us to establish expectations about the existence of client assets.
- 5.3. The nature and extent of our tests will vary according to our assessment of the Company's business model.
- 5.4. The responsibility for safeguarding the assets of the Company and for the prevention and detection of fraud, error and non-compliance with law or regulations rests with the management.
- 5.5. As part of our normal audit procedures, we may request you to provide written confirmation of certain oral representations, which we have received from you during the course of the audit. In connection with representations and the supply of information to us generally, we draw your attention to Section 501 of the Companies Act 2006 (and section 346 of the Financial Services and Markets Act 2000) under which it is an offence for an officer of the Company to mislead the auditors. We also draw your attention to Section 346 of the Financial Services and Markets Act 2000 and SUP 3.6.9 of the FCA Handbook, which makes it a criminal offence for an authorised person or its officers, controllers or managers to provide false or misleading information to an auditor. You are also required to make us aware of any reviews, investigations or reports that may be relevant to the financial statements.
- 5.6. We shall not be treated as having notice, for the purposes of our audit responsibilities, of information provided to employees of our firm (principals and staff), or related companies, other than those engaged on the audit.

6. DISENGAGEMENT PROCEDURES

- 6.1. On major audits as defined by the Financial Reporting Council we are always required on resignation or removal as auditors to issue a report to the Professional Oversight Board (POB) and on non major audits we are required to issue a report to the Institute of Chartered Accountants in England & Wales (ICAEW) if we resign or are removed midterm. This report is a copy of a report that we will deposit at your registered office; it will also explain why we have ceased to be the company's auditors, if this is not evident from that report.
- 6.2. Where we have a duty to make a report to POB or the ICAEW you also have a reporting duty as Directors. You can either send a copy of the report that we have deposited at your registered office or alternatively send your own report.
- 6.3. In the event that we cease to act as Statutory Auditors for the company, we are required by paragraph 9(3) of Schedule 10 to the Companies Act 2006 to make available, if requested, all relevant information concerning the audit of the company to our successors as Statutory Auditors. You agree to cover any reasonable costs of making such information available that we may incur in fulfilling our duty.

7. COMMUNICATING WITH YOU

- 7.1. We shall communicate with any executive member of the board of directors and such communication shall be deemed to be with the whole board of directors.
- 7.2. Beavis Morgan Audit Limited is part of a network which includes Beavis Morgan LLP. By signing and returning this engagement letter, you agree to our sharing information about you (including, without limitation, confidential information) with members of Beavis Morgan LLP if they are also engaged by you. This will enable us and Beavis Morgan LLP to offer and provide co-ordinated services to you. However, you are, of course, under no obligation to purchase non-audit services from Beavis Morgan LLP.

8. DATA PROTECTION

- 8.1. In this clause, the following definitions shall apply:
 - 'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;
 - 'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;
 - 'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;
 - 'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and
 - 'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).
- 8.2. We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.
- 8.3. You shall only disclose client personal data to us where:

- (i) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at www.beavismorgan.com for this purpose);
 - (ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and
 - (iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.
- 8.4. Should you require any further details regarding our treatment of personal data, please contact our data protection manager (email – dpcontact@beavismorgan.com).
- 8.5. We shall only process the client personal data:
 - (i) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
 - (ii) in order to comply with our legal or regulatory obligations; and
 - (iii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice (available at www.beavismorgan.com) contains further details as to how we may process client personal data.
- 8.6. For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside of the European Economic Area (EEA). We will only disclose client personal data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the data protection legislation.
- 8.7. We shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.
- 8.8. In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:
 - (i) we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;
 - (ii) we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
 - (iii) we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data.

- 8.9. Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

9. MONEY LAUNDERING REGULATIONS

- 9.1. In common with all accountancy and legal practices the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations in force from time to time to:
- Maintain identification procedures for all new clients;
 - Maintain records of identification evidence obtained; and
 - Report, in accordance with the relevant legislation and regulations, to the National Crime Agency (NCA).

10. LIMITATION OF LIABILITY

- 10.1. We will provide services as outlined in this letter with reasonable care and skill. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities.
- 10.2. You will not hold, our directors, members, employees or consultants of Beavis Morgan Audit Limited or those of its group companies, whether or not that person is described as a 'partner', responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.
- 10.3. Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

11. AGREEMENT OF TERMS

- 11.1. Once it has been agreed, this letter will remain effective until it is replaced. You or we may agree to vary our authority to act on your behalf and you and we may terminate our authority to act on your behalf, upon notice in writing being delivered to the other party, at any time without penalty. You shall be responsible for our fees incurred in respect of work undertaken by us in respect of your affairs up until this agreement is terminated.
- 11.2. 12.2. No amendment to this agreement shall be binding unless agreed in writing by a director or principal of Beavis Morgan Audit Limited. No waiver by either of us of any breach of this agreement by the other shall be considered to be a waiver of any subsequent breach of the same or any other provision of this agreement. If any provision of this agreement is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

11.3. We would be grateful if you would confirm your agreement to these terms by signing the enclosed copy of this letter and returning it to us immediately. If this letter is not in accordance with your understanding of our terms of appointment, please let us know.

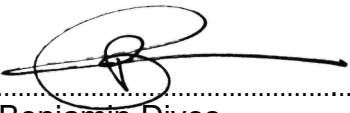
Yours faithfully



Richard Thacker
Client Partner
Beavis Morgan LLP

Email: richard.thacker@beavismorgan.com

We confirm that we have read and understood the contents of this letter and the attached Standard Terms of Business and agree that it accurately reflects the services that we have instructed you to provide.



Signed Dated 20.11.2019
Director Benjamin Dives
For and on behalf of **Axis Mundi Global Custody Limited**